

GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Municipal Administration & Urban Development Department – The Andhra Pradesh Capital City Land Pooling Scheme (Formulation and Implementation) Rules, 2015 - Amendment – Issued.

MUNICIPAL ADMINISTRATION & URBAN DEVELOPMENT (M2) DEPARTMENT

G.O.Ms.No: 52

Dated:16.03.2015
Read the following:

1. G.O.Ms.No.1, MA & UD (M2) Department, dated: 01.01.2015
2. G.O.Ms.No.43, MA & UD (M2) Department, dated: 09.03.2015
3. From the Commissioner, CRDA, Letter dated:16.03.2015

The Government vide reference 1st read above have issued the Andhra Pradesh Capital City Land Pooling Scheme (Formulation and Implementation) Rules, 2015 which is a voluntary scheme and subsequently certain amendments were also issued vide reference 2nd read above.

2. The Commissioner, Capital Region Development Authority, Vijayawada has requested to make certain modifications as suggested by farmers/ owners in the Development Agreement to be entered between the land owner/ farmers and the Andhra Pradesh Capital Region Development Authority so as to bring more clarity in the Development Agreement issued in Form 9.14.

3. The Government after careful examination of the matter hereby issues the following amendment to the Andhra Pradesh Capital City Land Pooling Scheme (Formulation and Implementation) Rules, 2015 issued vide reference 1st read above and amendments from time to time.

4. Accordingly, the following notification will be published in an Extra-ordinary issue of Andhra Pradesh Gazette dated: **16-03-2015**.

5. The Commissioner, Printing, Stationery & Stores Purchase, AP, Hyderabad is requested to publish the said rules by notification and furnish 300 copies of the notification to the Government.

6. A copy of this order is available in the Internet and can be accessed at the address <http://goir.ap.gov.in/>

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

GIRIDHAR ARAMANE
PRINCIPAL SECRETARY TO GOVERNMENT

To

The Commissioner, Printing, Stationery & Stores Purchase, AP, Hyderabad.

The Commissioner, Capital Region Development Authority, Vijayawada.

The District Collector, Krishna District,

The District Collector, Guntur District,

The Commissioner, Guntur Municipal Corporation, Guntur,

The Commissioner, Vijayawada Municipal Corporation, Vijayawada,

The Commissioner & Director of Municipal Administration, A.P. Hyderabad.

The Director of Town & Country Planning, Andhra Pradesh, Hyderabad.

The Accountant General, Andhra Pradesh, Hyderabad.

The Managing Director and Vice-Chairman of Andhra Pradesh Industrial Infrastructure Corporation (APIIC)

The Vice-Chairman and Managing Director of Andhra Pradesh State Road Transport Corporation (APSRTC);

The Vice-Chairman and Housing Commissioner of Andhra Pradesh Housing Board (APHB);

The Chairman and Managing Director, APSPDCL;

The Vice-Chairman & Managing Director, Infrastructure Corporation of AP Ltd;

PTO

..2..

The Commissioner, Panchayat Raj Department
Engineer-in-Chief, Public Health Engineering Department
All the Municipalities/ Nagar Panchayats in Capital Region through Commissioner & Director of Municipal Administration.

Copy to

The PS to Hon'ble Chief Minister
The PS to Hon'ble Minister for MA&UD
The PS to Hon'ble Minister for Finance
The PS to Chief Secretary
The PS to Principal Secretary to Government, Revenue Department
The PS to Principal Secretary to Government, MA&UD Dept.,
The PS to Principal Secretary to Government Industries & Commerce Dept.,
The PS to Principal Secretary to Government, TR&B Dept.,
The PS to Principal Secretary to Government Finance Department;
The PS to Principal Secretary to Government EFS&T Department;
The PS to Principal Secretary to Government Housing Department;
The PS to Principal Secretary to Government I&I Department;
The PS to Principal Secretary to Government Panchayat Raj Department;
The PS to Principal Secretary to Government Energy Department;
All the Departments in AP Secretariat, Hyderabad.
SF/SC

//FORWARDED BY ORDER//

SECTION OFFICER

NOTIFICATION

In exercise of the powers conferred by section 18 of Andhra Pradesh Capital Region Development Authority Act, 2014 [Act 11 of 2014], the Government of Andhra Pradesh hereby make the following amendment to the G.O 1st read above.

A M E N D M E N T

In the G.O 1st read above, the Development Agreement Cum Irrevocable General Power of Attorney which was issued in Form 9.14 shall be substituted with the Form annexed to this G.O.

**GIRIDHAR ARAMANE
PRINCIPAL SECRETARY TO GOVERNMENT**

SECTION OFFICER

Contd... Annexure

**ANNEXURE
FORM - 9.14**

[under Rule 8(8)]

**DEVELOPMENT AGREEMENT CUM
IRREVOCABLE GENERAL POWER OF ATTORNEY**

Reference: (1) Sections 55 & 56 Andhra Pradesh Capital Region
Development Authority Act, 2014
(2) Rule 8(8) of Andhra Pradesh Capital City Land Pooling
Scheme (formulation and Implementation) Rules, 2015

This Deed of Development Agreement-Cum-Irrevocable General Power of Attorney is made and executed on this _____ day of _____, 2015, at _____, _____, by _____ and _____ between: Sri. _____ S/o. Sri _____, aged about _____ years, Occupation: _____, R/o. _____.

(Hereinafter called as "Party No.1")

AND

The Andhra Pradesh Capital Region Development Authority, a statutory body constituted under the provisions of Andhra Pradesh Capital Region Development Authority Act, 2014 having office at Vijayawada, hereinafter short referred to as the "CRDA" (Party No. 2), which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said CRDA, acting through its (to be decided) as PARTY NO. 2.

(Hereinafter called the "Party No.2")

The expressions, "**Party No.1**" and "**Party No.2**" shall mean and include their legal heirs, legal representatives, assignees, administrators, successors in interest etc. wherever the context permits.

Whereas, the Government of Andhra Pradesh by Notification G. O. Ms. No._____, MA & UD Department has declared the Andhra Pradesh Capital City Area which includes (___) Districts, (___) Mandals and (___) Villages and (___) Urban Local Bodies covering an area of _____ km² therein.

Whereas the Party No. 2 has powers under sections 55 to 60 of CRDA Act, 2014 empowering it to undertake and develop Land Pooling Scheme in its region.

Whereas the Party No. 2 vide the Notification G.O. Ms. No. _____, MA&UD Department dated _____ authorized Party No.2 to undertake land pooling scheme.

Whereas, _____ is the original pattadar and possessor of land admeasuring Ac.-_____ cts in Survey No._____ situated at _____ Village, _____ Mandal, _____ District.

Whereas the said piece and parcel of land was mortgaged by Party No.1 to the interested party by a mortgage Deed No. -----dt-----that the ----- --- executed by the owner of the first part and the Interested party of the other part and registered with the Sub-Registrar at _____ under serial No. _____ at pages ----- to ----- of Volume No. ----- of Book (to be scored out if there is no interested party).

Whereas the said land / lands have been published vide Notice of Declaration of Intention in Form-9.1 under Rule 6(2) of the Rules 2015 in Gazette Issue No. _____ Dt. _____ published in News Papers on _____ and whereas the Party No.1 and the interested party and the Authority agreed for the handing over and taking over of the measuring an extent of Ac.____cents

in R.S. No. _____ of _____ Village _____ Mandal _____ District and in lieu of contribution of the land by the owner to the Authority the land owner is agreed for the his / her share of re-allotment of re-constituted plot/s for an extent of _____ Sq.Yds

Whereas the party no 2 has agreed to pay a yearly payment along with other benefits as mentioned under rule 5 of LPS rules 2015 and the party 1 has agreed to accept the entitled payments vide its consent in form 9.3 and today the party 2 paid the 1st installment of yearly payment vide Bankers cheque / DD no ----- dated -----for rupees-----, and the Party 2 has acknowledged it and party 1 handed over physical possession of land to party 2 for development.

Whereas, Tahsildar, _____ Mandal and Revenue Divisional Officer _____ division issued Pattadar Pass Book No. _____ and Title Deed No. _____ with Khatha No. _____ in favour of Owner in respect of the above land.

OR

Whereas, Sri. _____ sold the above land to the Owner No. _____ herein under vide registered sale deed dated _____ bearing document no. _____ on the file of _____.

Whereas, Owners after pursuing the Land Pooling Scheme rules understood the Land Pooling Scheme, decided to give land admeasuring **Ac** _____ **Cts** in survey No. _____ of _____ Village, _____ Mandal, _____ District, more particularly described in the Schedule-A annexed hereto and hereinafter called the Schedule-A Property for the development under Land Pooling Scheme and approached the CRDA and the CRDA has agreed for the same.

**NOW THIS DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE
GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:**

NOW THEREFORE, the owner or interested party do hereby agree with the Authority as follows:

- (i) The Party No.2 shall be competent to alter the boundaries, develop and make requisite changes in the land pool area as per terms of this agreement.
- (ii) If the Party No.2 desires that it is necessary to take immediate possession of the land under Land Pooling Scheme area even though there is a standing crop on it, the Authority will be entitled to do so provided that compensation for the standing crop is also included in the agreement.
- (iii) That the Party No.1 shall not claim any amount in addition to the amount agreed upon as aforesaid compensation and accept it without any protest.
- (iv) That the Party No.1 further agree that they will not claim for payment of higher compensation in any court of law and will not be entitled to file any petitions and such petition if filed shall be void and illegal and that they shall abide by the orders of the Authority.
- (v) Without prejudice to any other remedies for the enforcement of any refund or indemnity the Party No.2 may recover any sum determined and certified by the Party No.2 to be due and payable by the owner and the interested party to the Government by way of refund or otherwise under these presents as arrear of land revenue.
- (vi) If any Government dues / shares / premium from this land / lands are payable by the owner or interested party and the loans of any

- public financial institutions are outstanding against the land / lands and same shall be deducted from the share of the Party No.1.
- (vii) The Party No. 1 hereby grant the irrevocable rights to the Party No. 2 to develop the Schedule A Property under Land Pooling Scheme purpose, subject to the other terms of this Agreement and accordingly, delivered the possession of the 'A' Schedule Property to the Party No. 2. The Party No. 1 hereby grant license to the Party No. 2 and authorize and empower it to enter into and develop the Schedule 'A' Property.
 - (viii) It is agreed that the Party No. 1 shall handover all original documents of title pertaining to the A Schedule Property, including the receipts for utilities, property tax receipts, etc., to the Party No. 2.
 - (ix) The Party No. 1 hereby declare and assure the Party No. 2 that there are no encumbrances, prior agreements, joint family interests, leases / licenses, charges or attachments over the A Schedule Property as on date and that they have not incurred or knowingly suffered any liability or obligation in respect thereof and that there are no other person(s) having any interest in the A Schedule Property, except the Party No. 1 herein and further covenant to indemnify the Party No. 2 and to keep indemnified the Party No. 2 from all losses that may be caused due to any defect in the title of the Party No. 1 or otherwise. If there are any third party claims, the Party No. 1 shall alone be liable to settle the same on their own cost and if they fail to settle the same within reasonable time, the Party No. 2 shall be entitled, without being bound, to settle such claims on such terms as the Party No. 2 may deem proper and expedient and at the cost of the Party No. 1, which shall be binding on the Party No. 1. The Party No. 1 alone shall be liable for furnishing all the information and documents and answer the queries required for scrutiny of title or for demarcation of boundaries, etc in respect of A Schedule Property. That the Owner shall alone be responsible for defects, if any, in the title or any third claim or institution claims, bank claims or any other claims or any prior agreements, it any by the third parties and their claims or any litigations shall make good of the same to his own cost, expenses and the Party No. 2 shall not be responsible for the same with regard to the title over the land.
 - (x) That Party No. 1 hereby permits Party No. 2 to undertake the survey within its lands plots/premises, preparing the Land Pooling Scheme and undertaking the reconstitution of the land comprised in the aforesaid Survey Nos. belonging to him/her as per the approved Policy Document of Land Pooling Scheme of CRDA. The Party No. 1 shall not create any objections or hindrance.
 - (xi) The Party No. 1 shall hand over the land as per the Land Pooling Scheme to the Party No. 2 to earmark the land for various purposes under Land Pooling Scheme of CRDA Act, 2014.
 - (xii) That if the Party No. 1 sells the land in his/her ownership after signing this Agreement then the conditions of this Agreement shall be applicable on the new Land Owners. Upon such sale all the balance benefit payments mentioned in this agreement shall be payable to the new owner.
 - (xiii) The Party No. 2 shall be entitled to include any other land for the purpose of developing the same along with the A Schedule Property, without any further reference to the Party No. 1, on such terms as the Party No. 2 may deem it expedient for the Party No. 2, without anyway reducing the Schedule Areas and enter into suitable agreement with third parties.
 - (xiv) The Party No. 2 shall develop A Schedule property as Land Pooling Scheme and all the "Original Plots" or "OP" will be reconstituted i.e.,

each plot will be reshaped in a manner appropriate for development and given access. The final reconstituted plots will be termed as "Reconstituted Plots".

- (xv) The cost of Land Pooling Scheme shall comprise of all statutory fees & charges like developmental charges, land conversion charges (if applicable) payable to Land Conversion from Agricultural to Non-Agricultural Charges, Registration charges and other administrative charges and infrastructure costs and will be borne by CRDA . The components of infrastructure include roads with street lighting, water supply, Sewerage lines & Sewerage Treatment Facility, Development of open spaces and Avenue Plantation and Rain Water Harvesting. These may change subject to requirements on ground.
- (xvi) Land will be appropriated from each Original Plot and will be used to provide for the following components:

SL.NO.		DETAILS	PERCENTAGE
			(%)
(1)		(2)	(3)
A.	(i)	Land reserved for providing housing accommodation for poor	5.0
	(ii)	Parks, Play Grounds, Gardens and Open Spaces.	10.0
	(iii)	Social Infrastructure, such as, Schools, Dispensary, Public Utility Spaces and other community facilities.	5.0
	(iv)	Roads and transport	30.0
	(v)	Land required to be given to CRDA	Variable
B.		Land returned to the Party No. 1. (Final Plot)	As under Rule-5 of Land Pooling Scheme Rules.
C.		Total (A+B)	100

- (xvii) The notified Final Land Pooling Scheme (After issue of final notification) shall be deemed to be development permission and all building permissions shall be scrutinized accordingly.
- (xviii) The land required for open space, amenities and utilities will depend on the population to be housed in the area which will in turn depend on the proposed Zoning in the Land Pooling Scheme.
- (xix) The locations of the "Reconstituted Plot" will be retained close to its original locations unless a specific planning concern warrants its shift. In such case Party No. 2 reserves the right to locate the Reconstituted Plots and evolve a policy duly discussing the same with Party No. 1 of "Original Plot".
- (xx) The Party No. 2 shall be entitled to advertise for sale of its share to third parties and enter into agreements, receive consideration issue receipts, appropriate the proceeds, execute Sale Deeds or other conveyance to such third party purchasers and present the same for registration and the Party No. 1 shall not have objection in this regard.
- (xxi) The Party No. 2 shall be entitled to do and is hereby authorized to approach the government, State, Central or Local or other Authorities/Organizations for the purpose of any permission, grant, service connection etc., and for the purpose of carrying out the development works including submission of plans permission etc., in respect of A Schedule Property.
- (xxii) That after completion of the development of Land Pooling area in all respects, the Party No. 2 shall inform and deliver possession of the "Reconstituted Plots" which are allotted to the Party No. 1

- under the Allotment Letters/Conveyance Deed by duly obtaining acknowledgement in writing from the Party No.1.
- (xxiii) After handing over of the "Reconstituted Plot", the Party No. 1 shall be at liberty to sell/allot their share of the plots and to enter into any contract or agreement for the allotment or sale of such plots at such price and on such terms and conditions as the Party No. 1 may think fit. All such Allotments/Sale shall be made by the Party No. 1 at their own cost and risk and the Party No. 1 shall alone be responsible to such parties in connection with all such transactions.
- (xxiv) The Party No. 1 shall not seek stay or stoppage of the development work on the A Schedule Property and they are entitled for damages for breach of any terms of this agreement by the Party No. 2 and the damages if entitled under law. This clause is incorporated in the interest of prospective purchasers and the scheme.
- (xxv) That all the matter difference questions, disputes arising out of present Agreement shall be referred adjudicated upon by the Commissioner, CRDA. Interpretation of the Clauses of this agreement, the LPS process and the Policy document by the Commissioner, CRDA shall be final and binding upon Party No. 1.
- (xxvi) The amount received by persons not having ownership, claims made in excess of eligibility, shall return such excess amount to CRDA or shall be recovered from subsequent annuities. Party No.2 shall have the power of recovery of unrecoverable amount as per RR Act.
- (xxvii) Party no 1 made the party no 2 to believe that he is the absolute owner of the property shown in the schedule A and in case it is found otherwise, party no 2 shall have absolute right to cancel the allotment order of reconstituted plot/land and also for taking civil and criminal action against party 1.
- (xxviii) In cases of errors written in development agreement in Form 9.14 or sales and other made before supplementary agreement, corrections / changes can be carried out in a supplementary agreement by the party no 2.
- (xxix) Notwithstanding anything hereinabove, the rights and share of the Party No. 2 hereunder, including the powers, shall not be revoked by death, insolvency or such other reason on the part of the Party No. 1.
- (xxx) The Party No. 1 and the Party No. 2 shall enter into Supplementary Agreement for earmarking their respective shares after final approval of Land Pooling Scheme by the Authority and register the same. After allotting land to Party No.1 the balance shall vest with CRDA.
- (xxxi) Within 270 days from the date of the sanction of Land Pooling Scheme, the Party No. 1 and Party No. 2 shall enter into Supplementary Agreement for allotment of Final Plots. The Developer shall allot the "B" Schedule Areas to the Party No. 1 preferable in the Schedule "A" property if the plotted area is not available on any reason the shortfall of such plotted area shall be allotted in the neighboring lands. After such division the Party No. 1 and the Party No. 2 shall become the absolute Party No. 1 of their respective portion of Schedule 'A' Property comprising of "Reconstituted Plots".

SCHEDULE – A

All that the land admeasuring Ac. _____ Cts in survey No. _____ of
_____ Village, _____ Mandal, _____, and
bounded by:

NORTH :
SOUTH :
EAST :
WEST :

IN WITNESS WHEREOF, the Party No. 1 and Party No. 2 signed on all pages and all other parties hereto have put their hands and subscribed their signatures in the last page of this Agreement, with free will and consent on the above mentioned day, month & year, in the presence of the following witnesses:

PARTY NO. 1

Shri/Smt. _____
Age: _____
Occupation: _____
Address: _____

PARTY NO. 2

SIGNED, SEALED BY Authorized Signatory,
Andhra Pradesh Capital Region Development Authority in presence of

WITNESS 1:

Shri/Smt. _____
Age: _____
Occupation: _____
Address: _____

WITNESS 2:

Shri/Smt. _____
Age: _____
Occupation: _____
Address: _____

GIRIDHAR ARAMANE
PRINCIPAL SECRETARY TO GOVERNMENT